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February 9, 2000

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VIA OVERNIGHT DELIVERY

Docket Control Center Arizona Corporation Commission 1200 W. Washington Street Phoenix, Arizona 85007

Re:

Network International, LC Docket No. T-03616A-98-0486 Amendment to Application

Ladies and Gentleman:

On behalf of Network International, LC ("NIL"), an applicant for a Certificate of Public Convenience to provide intrastate resale of long distance telecommunications services in Arizona, we transmit herewith an original and ten (10) copies of an Amendment to its above-captioned application. The Amendment includes updated contact information and a new address for the applicant and a new proposed tariff. Applicant also requests that its application be amended to reflect the d/b/a, NIL, LLC, which is the name under which the applicant is certified to transact business in the State of Arizona.

An extra copy of this letter and Amendment is also enclosed to be date-stamped and returned to the undersigned in the pre-addressed, postage-paid envelope provided. Should any questions arise, kindly contact the undersigned.

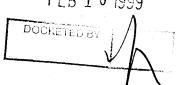
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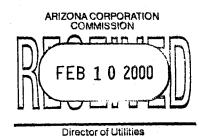
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February 9, 2000 Page 2

Please direct all inquiries or correspondence related to this filing to the attention of the undersigned.

Respectfully submitted,

Harisha J. Bastiampillai Regulatory Counsel

Enclosures

ARIZONA CORPORATION COMMISSION

Amendment to Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services as an Interexchange Reseller

Application of Network International, LC Docket No. T-03616A-98-0486

(A-1) The name, address, and telephone number (including area code) of the applicant:

Network International, LC 1300 Piccard Drive, Suite 202 Rockville, Maryland 20850-4303 (240) 631-3704

(A-2) If doing business (dba) under a name other than the applicant name listed above, please specify:

Network International, LC d/b/a NIL, LLC

(A-3) The name, address, telephone number, facsimile number and email address of the management contact:

Mark Sandler, President
Network International, LC
1300 Piccard Drive, Suite 202
Rockville, Maryland 20850-4303
(240) 631-3704 (phone)
(800) 505-9070 (fax)

(A-4) The name, address, telephone number, facsimile number and email address of the Attorney representing the applicant:

Harisha Bastiampillai, Esquire
The Helein Law Group, P.C.
8180 Greensboro Drive, Suite 700
McLean, Virginia 22102
(703) 714-1321 -- phone
(703) 714-1330 -- fax
hbastiampillai@helein.com -- email address

Application of Network International, LC Docket No. T-03616A-98-0486

(A-11) Provide the name, address, and telephone number of the company's complaint contact person:

Ms. Cindy Purvis
Network International, LC
1300 Piccard Drive, Suite 202
Rockville, Maryland 20850-4303
(240) 631-3704 (phone)
(800) 505-9070 (fax)

All other information as filed in the August 27, 1998 Application remains correct.

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona State Law including the Arizona Corporation Commission Rules and Regulations. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

(Signature of Authorized Representative)
2/9/00 (Date)
HARTSHA BASTTAMPTILLAS
(Print Name of Authorized Representative)
REGULATORY COUNSEL
(Title)

SUBSCRIBED AND SWORN to before me this Oth day of Jehrang 19 2000

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Network International, LC. d/b/a NIL, LLC, with principal offices at 1300 Piccard Drive, Suite 202, Rockville, MD 20850. This tariff applies to services furnished within Arizona. This tariff is on file with the Arizona Corporation Commission, where copies may be inspected during normal business hours. The address of the Arizona Corporation Commission is as follows:

Arizona Corporation Commission 1200 West Washington Phoenix, Arizona 85007

The name, address and telephone numbers for the officer of Network International, LC d/b/a NIL, LLC who is responsible for providing information with respect to the operating procedures of the Company is listed below.

ISSUED: EFFECTIVE:

CHECK SHEET

Pages 1 through 22 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date at the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>
1	Original
	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
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11	Original
12	Original
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17	Original
18	Original*
19	Original*
20	Original*
21	Original
22	Original

ISSUED: EFFECTIVE:

By: Mark Sandler, President

Network International, LC d/b/a NIL, LLC

1300 Piccard Drive, Suite 202

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ISSUED:

EFFECTIVE:

By: Mark Sandler, President

Network International, LC d/b/a NIL, LLC

1300 Piccard Drive, Suite 202

SYMBOLS

The following are the only symbols used for the purpose indicated below:

(D)	-	Discontinued	rate	or reg	rulation
TIP I	_	Discontinuou	iuu	OI IUE	uiuuo

(I) - Increase in rate

(M) - Moved to/from another tariff location

(N) - New rate or regulation

(R) - Reduction in rate

(T) - Change in text only

ISSUED: EFFECTIVE:

By: Mark Sandler, President

Network International, LC d/b/a NIL, LLC

1300 Piccard Drive, Suite 202

TARIFF FORMAT

- A. <u>Page Numbering</u> Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the A.C.C. For example, 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the A.C.C. follows in its tariff approval process, the most current page number on file with the A.C.C. is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. <u>Paragraph Numbering Sequence</u> There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.

2.1.

2.1.1.

2.1.1.A.

2.1.1.A.1.

2.1.1.A.1.(a).

2.1.l.A.1.(a).I.

2.1.1.A.1.(a).I.(i).

2.1.1.A.1.(a).I.(i).(1).

ISSUED: EFFECTIVE:

TARIFF FORMAT (Cont'd)

D. <u>Check Sheets</u> - When a tariff filing is made with the A.C.C., an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the A.C.C.

ISSUED: EFFECTIVE:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A telephone line provided by local exchange carriers which connect a telephone or other communications device at a customer's location to Network International LC's underlying carrier's telecommunications network switching center(s).

Authorization or Account Code - A numerical code of four to eleven digits, one or more of which codes are available to a customer to enable the customer to lawfully connect its communication devices for the purpose of accessing the telecommunications networks of Network International, LC's Underlying Carrier, and which thereby are used to prevent unauthorized network access and to identify the customer and its calling volumes for billing purposes.

Carrier or Company - Network International, LC or "NIL."

Customer - The person, firm, corporation, end user, or other entity which orders or uses services and is responsible for the payment of charges.

A.C.C. - Arizona Corporation Commission.

Holidays - New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Service Agreement - Company's standard form for the ordering and acceptance of a customer's request for and commitment to take Company's service offerings pursuant to this tariff.

Rate Center - The Points of Presence (POPs) or first point of interconnection of local exchange facilities providing access to the long distance network of the Company's Underlying Carrier and the point from which a customer's traffic is rated and billed.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Arizona.

ISSUED: EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS

2.1 <u>Undertaking of Company</u>

Company undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within Arizona.

The Company's Services are available to its customers twenty four hours per day, seven days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the facilities of Company's Underlying Carrier and the provisions of this tariff.
- 2.2.2 Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control, including without limitation, for customer non-payment of charges; or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.
- 2.2.3 The Services provided under this tariff are subject to the direct and exclusive control of the Company. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of the Company, which consent may be withheld, without limitation, by Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

ISSUED: EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 <u>Limitations</u> (Cont'd)

2.2.4 In the event prior written permission from the Company is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 <u>Liabilities of the Company</u>

By:

- 2.3.1 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its Services occur.
- 2.3.2 Acceptance of the provisions of Section 2.3.1 by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.

ISSUED: EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS (Cont'd)

- 2.3 <u>Liabilities of the Company</u> (Cont'd)
 - 2.3.3 Company shall be indemnified and held harmless by the customer against:
 - (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;
 - (B) Claims for patent infringement arising from a customer's use of its equipment, facilities, or systems with the Company's Services; and
 - (C) All other claims arising out of any act or omission of the customer in connection with any service provided by Company.

2.4 <u>Interruption of Service</u>

- 2.4.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1 herein. Customer shall receive no credit allowance for interruption of service due to Carrier's testing or adjusting, to negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with the Company's Services.
- 2.4.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

ISSUED: EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS (Cont'd)

- 2.4 <u>Interruption of Service</u> (Cont'd)
 - 2.4.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of Company or in the event Company is entitled to a credit for the failure of the facilities of Company's Underlying Carrier used to furnish customer's service.
 - 2.4.4 No credit shall be allowed:
 - (A) For failure of services or facilities of customer; or
 - (B) For failure of services or equipment caused by the negligence or willful acts of customer.
 - 2.4.5 Credit for an interruption shall commence after customer notifies Company of the interruption or when Company becomes aware thereof, and ceases when service has been restored.
 - 2.4.6 Before customer notifies Company of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party, or its or their actions and/or equipment is/are not the cause thereof.
 - 2.4.7 Credits are applicable only to that portion of service interrupted.
 - 2.4.8 For purposes of credit computation, every month shall be considered to have 720 hours.
 - 2.4.9 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

ISSUED: EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS (Cont'd)

- 2.4 <u>Interruption of Service</u> (Cont'd)
 - 2.4.10 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$Credit = \underline{A} \times B$$

$$720$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.5 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission and in the Rules and Regulations of the Arizona Commerce Commission.

2.6 Deposits

The Company does not require a deposit from its customers.

2.7 Advance Payments

The Company does not collect advance payments.

ISSUED:

EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax and so forth) are listed as separate line items and are not included in the Company's scheduled rates.

2.9 <u>Collections</u>

By:

- 2.9.1 In the event Company incurs fees or expenses, including attorney's fees, to collect, or to attempt to collect, any charges owed Company by customer, including charges alleged to have resulted from fraud or abuse of customer's services, the Company shall charge customer all such fees and expenses, including Company's reasonable attorneys' fees, incurred to collect or to attempt to collect its charges, and Company shall be entitled to recover such fees or expenses irrespective of whether it prevails in any legal action brought to collect its charges, all in accordance with and subject to the following additional legal requirements -
- 2.9.2 In accordance with the "filed tariff doctrine," as established by judicial and regulatory decisions and precedents, customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which customer may claim to be entitled. The duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either customer or Company in connection with such charges incurred under this tariff.

ISSUED: EFFECTIVE:

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 <u>Collections</u> (Cont'd)

2.9.3 Customer agrees that all actions, suits, or proceedings, to recover charges due under this tariff shall be prosecuted in the United States District Court for the Eastern District of Virginia. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.

ISSUED: EFFECTIVE:

By: Mark Sandler, President

Network International, LC d/b/a NIL, LLC

1300 Piccard Drive, Suite 202

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 Employee Concessions

There are no employee concessions.

2.11 Specific Services

The Company does not currently offer any specific services for which conditions of eligibility apply.

2.12 Billing

Company utilizes billing by the Local Exchange Carrier.

ISSUED: EFFECTIVE:

By: Mark Sandler, President

Network International, LC d/b/a NIL, LLC

1300 Piccard Drive, Suite 202

SECTION 3 - DESCRIPTION OF SERVICES

3.1 <u>Usage Based Services</u>

- 3.1.1 Long distance usage charges are based on the actual usage of the Company's network. Timing for all calls begin when the called party answers the call (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.1.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.1.3 The minimum call duration for billing purposes varies with each particular plan.
- 3.1.4 Unless otherwise specified in this tariff, calls are billed in six (6) second increments.
- 3.1.5 Usage is measured and rounded up to the next higher increment for billing purposes.
- 3.1.6 There are no billing charges applied for incomplete calls.

3.2 Outbound Interexchange Service

The Company's service is provided for use by presubscribed Customers or Authorized Users. Calls are routed over the Company's resold transmission and switching facilities to any valid NPA-NXX in the state of Arizona.

ISSUED: EFFECTIVE:

By: Mark Sandler, President
Network International, LC d/b/a NIL, LLC

1300 Piccard Drive, Suite 202

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3 <u>800/888 Service</u>

800/888 service provides for the termination of inbound toll-free calls to one-party exchange access lines from points within Arizona to Customer premises within Arizona.

3.5 <u>Directory Assistance</u>

The Company provides standard Directory Assistance.

3.6 Services Not Available

Carrier does not offer 900, 911, collect, or third-party billed calling.

ISSUED: EFFECTIVE:

By: Mark Sandler, President

Network International, LC d/b/a NIL, LLC

1300 Piccard Drive, Suite 202

SECTION 4 - RATES

4.1 <u>Basic Residential Service</u>

Basic 1+ outbound and toll free inbound services are provided to residential customers at the following flat (non-distance sensitive, any hour) rate billed in full minute increments with a minimum billing increment of one minute.

Each Minute

Maximum Rate

or Fraction

each Minute or Fraction

\$0.175

\$0.30

4.2 Basic Business Service

Basic 1+ outbound and toll free inbound services are provided to business customers at the following flat (non-distance sensitive, any hour) rate billed in six (6) second increments with a minimum billing increment of thirty (30) seconds.

Initial 30 Seconds

Incremental 6 Seconds

Maximum Rate

or Fraction

or Fraction

each Minute or Fraction

\$0.0875

\$0.0175

\$0.30

4.3 <u>Executive Service</u>

Business customers taking service through an account executive (alternate channel of distribution) are provided 1+ outbound and toll free inbound services at the following flat (non-distance sensitive, any hour) rate billed in six (6) second increments with a minimum billing increment of thirty (30) seconds.

Initial 30 Seconds

Incremental 6 Seconds

Maximum Rate

or Fraction

or Fraction

each Minute or Fraction

\$0.0735

\$0.0147

\$0.30

ISSUED:

EFFECTIVE:

By: Mark Sandler, President

Network International, LC d/b/a NIL, LLC

1300 Piccard Drive, Suite 202

SECTION 4 - RATES (Cont'd)

4.4 <u>Affinity Group Service</u>

Customers belonging to a bona fide religious organization which operates a regularly scheduled religious programming network and whose members are allowed and which do order service in response to network media advertising or messages, are provided 1+ outbound and toll free inbound services at the following flat (non-distance sensitive, any hour) rate billed in six (6) second increments with a minimum billing increment of thirty (30) seconds.

4.4.1 <u>1+ Outbound Service</u>

Initial 30 Seconds or Fraction	Incremental 6 Seconds or Fraction	Maximum Rate each Minute or Fraction
\$0.0750	\$0.0150	\$0.30

4.4.2 Toll Free Inbound Service

Initial 30 Seconds or Fraction	Incremental 6 Seconds or Fraction	Maximum Rate each Minute or Fraction
\$0.08	\$0.016	\$0.30

ISSUED: EFFECTIVE:

By: Mark Sandler, President

Network International, LC d/b/a NIL, LLC

1300 Piccard Drive, Suite 202

SECTION 4 - RATES (Cont'd)

4.5 <u>Discount Hospitality Service</u>

Carrier's Discount Hospitality Service for hotels, motels, residence inns, and other such establishments provide 1+ and toll free inbound services at the following flat (non-distance sensitive, any hour) rate billed in six (6) second increments with a minimum billing increment of thirty (30) seconds and requires a commitment to an average minimum of monthly intrastate usage of not less than \$100.00.

1+ Service

Initial 30 Seconds or Fraction	Incremental 6 Seconds or Fraction	Maximum Rate each Minute or Fraction
\$0.0495	\$0.0099	\$0.30
Toll Free Service Inbound		
Initial 30 Seconds or Fraction	Incremental 6 Seconds or Fraction	Maximum Rate each Minute or Fraction
\$0.0545	\$0.0109	\$0.30

4.6 <u>Service Direct</u>

Customers taking service by directly ordering over the Internet or which order service pursuant to a written LOA are provided 1+ outbound and toll free inbound services at the following flat (non-distance sensitive, any hour) rate billed in six (6) second increments with a minimum billing increment of thirty (30) seconds.

Initial 30 Seconds	Incremental 6 Seconds	Maximum Rate
or Fraction	or Fraction	each Minute or Fraction
\$0.06	\$0.012	\$0.30

ISSUED:

EFFECTIVE:

By: Mark Sandler, President

Network International, LC d/b/a NIL, LLC

1300 Piccard Drive, Suite 202

SECTION 4 - RATES (Cont'd)

4.7 <u>Directory Assistance Charge:</u>

4.7.1 Residential customers will receive six (6) free directory assistance calls per monthly billing cycle. Thereafter, for each residential customer call to directory assistance:

Directory Assistance

\$0.85 per call

4.7.2 Business customers pay the following charge for all directory assistance calls:

Directory Assistance

\$0.85 per call

ISSUED:

EFFECTIVE:

SECTION 4 - RATES (Cont'd)

4.8 Returned Check Charge

Carrier charges a fee of \$20.00 or 5% of the amount of any check returned for insufficient funds up to a maximum of \$25.00, whichever is greater.

4.9 <u>Late Payment Charge</u>

A late fee of 1.5% per month will be charged on any balance remaining unpaid after thirty (30) days.

ISSUED:

EFFECTIVE:

By: Mark Sandler, President

Network International, LC d/b/a NIL, LLC

1300 Piccard Drive, Suite 202